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IN THE DISTRICT COURT OF LOGAN COUNTY STATE OF OKLAHOMA

2016 OCT 24 PM 4: 25

ELAINE G. ALTOM, an individual,)	CHARYL SHITH COURT CLERK
Plaintiff,)	BY LIZ DEPUTY
vs.)	No.
STATE FARM FIRE AND CASUALTY)	CJ-2016-192
COMPANY, a foreign insurance company,)	
Defendant.)	

PETITION

Comes now, Plaintiff, Elaine G. Altom ("Altom" or "Plaintiff"), and for her claims against State Farm Fire and Casualty Company, a foreign insurance company ("State Farm" or "Defendant") states as follows:

- 1. Plaintiff is an individual residing in Logan County, Oklahoma.
- 2. Defendant State Farm is a corporation incorporated under the laws of the State of Illinois, and is an insurance company registered to engage in the business in the State of Oklahoma.
- 3. The subject matter of this action is the real property and personal residence owned by Plaintiff located at 7751 East Charter Oak Road, Guthrie, Logan County, State of Oklahoma ("Property").
- 4. The Court has personal jurisdiction over State Farm as it is registered to engage in the business of insurance in the State of Oklahoma and is subject to personal service through its registered agent, the Oklahoma Insurance Commission pursuant to 36 O.S. § 621.
- 5. Venue is appropriate in this Court because State Farm resides in and is subject to personal jurisdiction in this judicial district.

- 6. At all times pertinent, Altom was the "Insured" under that certain Homeowners Policy issued by State Farm, Policy No. 36-ES-0552-9 (the "Policy"), which covered Altom's Property.
- 7. On or about October 24, 2014, a fire occurred at the Plaintiff's Property, which resulted in considerable damage to residence, as well as Plaintiff's personal property located within.
- 8. Both the damage to the Property and to Plaintiff's personal property contained within were covered by the Policy.
- 9. Immediately subsequent to the fire, Plaintiff contacted State Farm regarding the damage sustained to the Property and the personal property within and filed a claim under the Policy, Claim No. 36-5G25-844 (the "Claim").
- 10. On June 6, 2016, Altom submitted to State Farm her proof of loss ("Proof of Loss") in which she set forth a detailed itemization of the severe smoke and fire damages occurring to the Property and the personal property contained within. All other conditions precedent to payment, if any, under the Policy have been made.

First Cause of Action - Violation of 36 O.S. § 1250.7

- 11. Plaintiff re-alleges and incorporates paragraphs 1 through 10.
- 12. Pursuant to the provisions of 36 O.S. § 1250.7, State Farm had sixty (60) days from the date of its receipt of the Proof of Loss from Plaintiff to either (a) pay the claim, or (b) notify Plaintiff in writing that it would be denying the claim, along with a written explanation for the reasonable basis of such denial.
 - 13. State Farm failed to comply with the provisions of 36 O.S. § 1250.7.

14. Accordingly, Plaintiff has suffered damages in an amount set forth in her Proof of Loss, less any prior payments made by State Farm, said amount being in excess of \$10,000.00.

Second Cause of Action - Breach of Contract

- 15. Plaintiff re-alleges and incorporates paragraphs 1 through 14.
- 16. Further, State Farm has breached its contract with Altom by denying coverage under the Policy and by refusing to pay the full amounts due under the Policy.
- 17. Plaintiff has suffered damages in an amount in excess of \$10,000.00 as a result of State Farm's breach of contract.

Third Cause of Action - Bad Faith

- 18. Plaintiff re-alleges and incorporates paragraphs 1 through 17.
- 19. Denial of the claim by State Farm is also a violation of State Farm's duty of good faith and fair dealing to its insured policyholder, Altom, and such denial was made in bad faith.
- 20. The actions of Defendant are in wanton disregard of Plaintiff's rights and, in addition to the Plaintiff's actual damages, Plaintiff seeks punitive damages as well.

WHEREFORE, Plaintiff, Elaine M. Altom, prays for judgment in her favor and against State Farm Fire and Casualty Company for damages in excess of \$10,000.00, together with punitive damages, for civil penalties arising under 36 O.S. § 1250.4, for reasonable attorney fees and costs for the prosecution of the causes of action set forth above, along with any other relief as to which this Court may deem just and equitable.

Respectfully submitted,

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